

CITY OF BUFFALO
NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NY 14202
PHONE (716) 851-5222 FAX (716) 851-5231

SPECIFICATIONS
FOR
MOTOR OIL, ANTI-FREEZE, WINDSHIELD
SOLVENT & GREASE

FOR THE

DIVISION OF INVENTORY & STORES

DATE ISSUED: APRIL 30, 2021
BID OPENING: MAY 14, 2021
AT 11:30 A.M.
BUYER: ADRIÁN GUADALUPE

ALL BIDS WILL NEED TO BE DELIVERED VIA FEDEX, UPS OR USPS PRIORITY.
NO IN-PERSON DELIVERIES WILL BE ACCEPTED ON ANY DAY FOR THIS BID.

**CITY OF BUFFALO
DEPARTMENT OF ADMINISTRATION FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NY 14202**

REGULATIONS

**FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT, AND;
SERVICES**

1. METHOD OF TENDERING PROPOSALS.

(A) ALL BIDDERS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the bid sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

(B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each bidder shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(C) **A bid bond, certified check, bank draft or letter of credit must accompany a bid under \$250,000.00.** If the total dollar amount of the bid exceeds \$250,000.00, then only a bid bond is acceptable, otherwise, a certified check, bank draft or letter of credit shall be for ten percent (10%) of the amount bid. Bid bond running to the City of Buffalo to be executed by bidder as principal and by duly incorporated company authorized to guarantee performance of the contract, and to do business in the State of New York, as surety, in the penal amount of not less than ten percent (10%) of the bid, conditioned that if the bid accompanying the bond shall be accepted, the principal named in such bond will, whenever required, enter into a written contract for the performance of the contract in accordance with conditions as provided in the plans and specifications and will furnish the required security for the faithful performance of the contract as specified, and the penal sum of such bid bond, in the amount of one hundred percent (100%) shall be and become the minimum amount of the damages suffered by the City as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the City and give security for the performance of the contract as required, upon notice to him as in said plans and specifications prescribed. The amount of the aforementioned bid bond, certified check, bank draft or letter of credit, shall be based on the total amount of the bid arrived at by the addition of the totals for all groups or units bid upon. Whenever bidder submits proposals for items aggregating less than \$20,000.00, no security need accompany the proposal.

D) "Energy Star"

For all applicable products bidders must submit with their bid a statement indicating that all products purchased will bear the "Energy Star" label as awarded by the U. S. Environmental Protection Agency and U. S. Department of Energy.

(E) If bidder finds it necessary to purchase a product that does not bear the “Energy Star” label the bidder or the respective Department or Agency must include a written statement indicating the reason “Energy Star” products cannot be used, and a comparison of the initial and operating cost differential during the useful life of the “Energy Star” rated product and the non-rated product.

(F) **All bidders must submit with their bid a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the bidder will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.**

Form EEO-2 is enclosed and must be completed and returned with your proposal.

2. QUALIFICATIONS FOR BIDDER.

Ordinarily, proposals are not considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No bid shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

FOR THE PURPOSE OF THIS BID, A PERFORMANCE BOND WILL NOT BE REQUIRED WHEN ENTERING INTO A CONTRACT, HOWEVER, BID SURETY (BID BOND, CERTIFIED CHECK, BANK DRAFT OR IRREVOCABLE LETTER OF CREDIT) FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID. IF TOTAL AMOUNT IS \$250,000 OR ABOVE BOTH PERFORMANCE BOND AND BID SURETY WILL BE REQUIRED.

3. CONTRACT AND BOND.

(A) The successful bidder will be required to enter into a contract and furnish a bond guaranteeing the faithful performance of the contract in the penal amount of the contract price, such bond to be executed by the bidder as principal, and by a duly incorporated company authorized to guarantee the performance of the contract and to do business in the State of New York as surety. Said bond to be approved by the Corporation Counsel as to form and by the Comptroller of the City of Buffalo as to sufficiency of the bond. The amount of the performance bond shall be based on the total amount of the contract, arrived at by the additions of the totals for all groups or units listed thereon.

(B) **ALTERNATIVES TO PERFORMANCE BONDS.** Where the cost for the purchase of materials, supplies or equipment does not exceed two hundred fifty thousand dollars (\$250,000.00), the head of the City agency charged with the execution of the contract may, in his/her discretion, waive the requirement of a performance bond and authorize instead the submission of a certified check, bank draft or letter of credit in the amount of fifty percent (50%) of said cost. Where the cost of such purchase exceeds two hundred fifty thousand dollars (\$250,000.00), the Common Council may, upon the recommendation of the head of the city agency charged with the execution of the contract, waive the requirement of a performance bond and authorize instead the submission of a bank draft, certified check or letter of credit in the amount of fifty percent (50%) of said cost.

(C) **EXCEPTIONS.** Wherever the total of items awarded to any bidder is less than \$20,000.00, purchase orders will be issued and no performance bond will be required.

This exception does not apply where a trade-in is involved. In such cases the gross total quoted amount shall be the determining figure. A bond, or other security, shall be required when the amount is \$20,000.00 and over.

4. DISCOUNT.

Bidder will please specify cash discount, if any; discount period to begin with receipt of invoice in the office of the Division of Purchase. The cash discount is not to be considered in determining the low bid, except where bids are otherwise identical.

5. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

6. PATENT INFRINGEMENT.

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein.

7. GENERAL.

(A) The Contractor will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all bids on any or all items in the proposal and to waive any informality. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective bidder shall apply to the Director of Purchase for such information.

(C) These regulations, specifications, invitation for bids, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all bids.

8. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

9. TITLE.

Contractor must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

10. ASSIGNMENT AND SUBCONTRACTING

Pursuant to Article 22, Section 22-9 of the City Charter, no contractor awarded a contract pursuant to bids shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest thereunder,

without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

11. SUBCONTRACTOR LIST.

The successful bidder shall submit a list of proposed subcontractors to the Director of Purchase for his approval and obtain his written consent thereto prior to the execution of the contract.

12. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and the decision will be final.

13. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The delivery date shall be considered by the Director of Purchase in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the Director of Purchase no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the Director of Purchase.

14. NON-COLLUSIVE BIDDING CERTIFICATION.

If the bidder is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No bid shall be considered for an award nor will any award be made to a bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. In such event

the bid shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

15. INQUIRIES.

Pursuant to Article IX of New York State Finance Law §139-j, no Offeror shall engage in any impermissible contact with the governmental entity during the “restricted period” for this Formal Proposal. Contact shall include any oral, written or electronic communication with the governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement. The “restricted period” shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposals, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offeror intending to result in a procurement contract with the governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the State Comptroller. Except as otherwise permitted under State Finance Law §139-j(3), any contact with the governmental entity, other than to discuss current business with the City of Buffalo, or during the question and answer period (via e-mail ONLY) with the person(s) identified below, may result in a Offeror’s immediate disqualification.

All inquiries during the question period only should be directed via e-mail only to: Adrián Guadalupe, Buyer, Division of Purchase: aguadalupe@buffalony.gov.

16. SECTION 220-E, Labor Law.

PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color , disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

17. COOPERATIVE PURCHASING: PURCHASES BY OTHER POLITICAL SUBDIVISIONS

(A) When in the opinion of the Director of Purchase, it will not create a burden or hardship on the City of Buffalo and the anticipated prices will not adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular City of Buffalo request for proposal that the participants shall have rights to make purchases based upon the proposals received by the City of Buffalo.

(B) The City of Buffalo Director of Purchase, within the limits of his/her time and manpower, shall disseminate relevant contract information to the participants.

(C) The participants in the City of Buffalo contracts will issue purchase orders directly to vendors within the specified contract period referencing the City of Buffalo contract involved and be liable for any payments due on such purchase orders.

(D) Proposers shall take notice that as a condition of the award of a City of Buffalo contract pursuant to these specifications, the successful proposers agrees to accept the award of a similar contract with any of the participating political subdivisions if called upon to do so. The City of Buffalo will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

(E) Upon mutual agreement between the successful proposer and various other government agencies and authorities, this contract may be used if all requirements of each municipality is in agreement. Government agencies requesting the use of this contract will be responsible for monitoring all aspects and requirement, the City of Buffalo assumes no responsibility.

MOTOR OIL, ANTI-FREEZE, WINDSHIELD SOLVENT & GREASE
FOR THE
DIVISION OF INVENTORY & STORES

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BID ON MOTOR OIL, ANTI-FREEZE WINDSHIELD SOLVENT & GREASE FOR THE DIVISION OF INVENTORY & STORES", addressed to the Division of Purchase Mailroom, 65 Niagara Square City of Buffalo Room 10, Buffalo, New York 14202, will be received until 11:30 A. M., local time, FRIDAY, MAY 14, 2021.

The City of Buffalo, Division of Purchase is requesting bids for the Division of Inventory & Stores to purchase Motor Oil, Anti-Freeze, Windshield Solvent and Grease and the following specifications.

The actual amounts of various motor oils and greases purchased may vary from the approximate quantities on this bid, which are based on usage in previous years and anticipated usage this year. Orders will be issued by individual departments on an "as required" basis. **Oils and greases must be refined and blended by refiners whose products have brand name recognition.** Following is a sample list of brand names that are that category – **Amoco, Atlantic, BP, Citco, Conoco, Exxon, Gulf, Kendall, Cam 2, Mobil, Quaker State, Sunoco, Texaco, Petro Canada.** The Director of Purchase shall make the final determination as to whether a product is considered a "brand name".

The City of Buffalo's fiscal year is July 1st to June 30th. The City of Buffalo reserves the option to purchase additional quantities of the above units at the bid prices, under the same terms and conditions from July 1, 2021 through June 30, 2022 to coincide with the City of Buffalo's fiscal year. If agreeable to the successful vendor and necessary funds become available, may be renewed an additional four (4) one (1) year periods with all terms the same and agreeable to both parties.

City of Buffalo reserves the right to reject any and all bids or parts of bids, to waive irregularities and technicalities and to request rebids. City of Buffalo also reserves the right to award the contract on such as the City deems will best serve its interests.

City of Buffalo reserves the right to reject all bids and utilize pricing offered in current contracts with other governmental entities if determined advantageous and in the best interest of the City.

Prices quoted shall include delivery to various locations as indicated on purchase orders.

DELIVERY: Delivery shall be made with-in forty-eight (48) hours after order has been placed, either verbal or written. Empty oil drums shall be picked-up at the time of deliveries, whenever possible, or at the request of the department. All 55 gallon drums must be returnable.

For questions regarding these products or any other information please contact Adrian Guadalupe, Buyer, Division of Purchase at aguadalupe@city-buffalo.com.

BIDDER SHALL COMPLETE EVERY SPACE IN BIDDERS PROPOSAL COLUMN WITH A CHECK MARK TO INDICATE IF THE ITEM BEING BID IS EXACTLY AS SPECIFIED. IF NOT, DESCRIPTION TO INDICATE THE SPECIFIC DEVIATION FROM THE SPECIFICATIONS TO BE SUPPLIED ON THESE SHEETS OR ON A SEPARATE SHEET OF PAPER.

SPECIFICATIONS	BIDDER COMPLIES		
	YES	NO	DEVIATIONS
<u>MOTOR OIL</u>			
<ul style="list-style-type: none"> SAE 10W40 Primary recommendation for passanger cars and light trucks with gasoline engines. Must meet API qualifications, SL/CC SAE 10W30 Primary recommendation for passanger cars and light trucks with gasoline engines. Must meet API qualifications, SM/CC SAE 15W40 Primary recommendation for heavy duty diesel and gasoline powered trucks and related equipment. Must meet API qualifications CI-4PLUS/SL, with 1% by weight maximum sulfated ash and be approved by Mack Truck current D.O.T specifications, EOK/2, MIL-L-2104D and MIL-L-46152. 5W20 Primary use gasoline engines. Must meet API Qualifiactions GF4/SM 5W30 Primary use gasoline engines. Must meet API Qualifiactions GF4/SM 5W40 SYNTHETIC SUPER DUTY PLUS Primary recommendation for newer Ford Vehicles. Must meet API Qualifications CJ4 5W30 DEXOSE I SYNTHETIC Primary recommendation for new GM vehicles with gas engines. Product must have GM license approval. Must meet API Qualifications, SL/GF5 20W50 Primary use for gas engines and other specialized equipment. Must meet API qualifications SL SAE 10 Primary use for gasoline engines for motorcycle, lawn mowers, 20 and other specialized equipment that specify a straight grade oil. 30 Must meet API qualifications SG/CC, EO-J, EO-H, CF, CF-2/SJ 40 			
<u>NON-DETERGENT (MINERAL) MOTOR OIL</u>			
<ul style="list-style-type: none"> SAE 10 Primary use for compressors, pumps, generators and other 20 specialized equipment that specify a straight grade of 30 non-detergent oil. Must meet API qualifications for R & O type oil with no anti-wear additives. 			
<u>DIESEL EXHAUST FLUID</u>			
<ul style="list-style-type: none"> DEF Primary recommendation is for newer diesel engines. 			

SPECIFICATIONS	BIDDER COMPLIES		
	YES	NO	DEVIATIONS
<u>GEAR OIL- CONTINUED</u>			
<ul style="list-style-type: none"> 80W90 Primary use in transmission differentials and steering mechanisms. Must be qualified under API GL-5 and MIL-L-2105B 85W140 Primary use in transmission differentials and steering mechanisms. Must be qualified under API GL-5 and MIL-L-2105B 75/90 Synthetic gear oil 80W140 Synthetic gear oil Anti-wear AW46 Oil Primary recommendation for hydraulic fluids. Must be products with virgin oils with a high viscosity index of at least 95. Containing anti-wear, oxidation, rust and foam inhibitors. Oils must meet ASTM D-943 test of at least 2000 hours and generally conform to Cincinnati Milicron P-68 and P-70 specifications. 			
<u>SYNTHETIC TRANSMISSION FLUID</u>			
Must meet the OEM requirements for most domestic transmissions, also must have Allison license approval, and is recommended for use in applications which call for the products meeting the following specifications: Allison TES 295 Allison C-4, Voith Transmissions, ZF Transmissions			
<u>TRANSMISSION FLUIDS</u>			
<ul style="list-style-type: none"> C-3 Fluid Primary recommendation for Allison transmissions that specify C-2/C-3 oils. Use for power steering fluid on heavy duty trucks. Torque Converter, power take-off and many hydraulic applications must be approved Allison-GMC fluid. U.T.F Primary recommendation for John Deere and other tractor manufacturers that use a common transmission, differential, hydraulic fluid and wet break applications. J20A John Deere Spec. Mercon/DexronIII Multi-Purpose Must be approved General Motor fluid and have a qualification number listed on drum. Primary use in automatic transmission in all automotive application, except Ford transmission. Used also as a power steering fluid for cars and for some special hydraulic applications. 			
<u>GREASE</u>			
<ul style="list-style-type: none"> Moly Type Primary recommendation for multi-purpose chassis and general purpose greasing. Must contain lithium 12 thickening agent and contain molybdenum disulfide and polyethylene. Grease must conform to Ford MIC-75-B and specification by Mack Truck for extended lubrication. Lithium #2 ED (L-421) Lithium grease. Gulfcrown EP00 Grease 			
<u>ANTI-FREEZE</u>			
<ul style="list-style-type: none"> Extended life 50/50 Mix, dyed green in both Bulk and Drums. FleetCharge Anti-freeze, in both Bulk and Drums 			

NOTIFICATION OF AWARD

A notice of award letter will be sent to all parties who submitted a valid proposal notifying all of our selection as to who was the successful bidder.

METHOD OF BIDDING

Bidders shall quote price per gallon bulk, per gallon in 55 gallon drums, and per pound or cartridge, where indicated, and total price, as well as manufacturer's names and numbers. **A manufacturer's technical data sheet shall be submitted for each item bid, at the opening.**

Prices quoted shall include delivery to various locations as indicated on purchase orders.

Delivery shall be made within 48 hours after either written or verbal order is placed.

Bidders shall provide emergency phone numbers which selected City personnel could use to reach Contractor on an emergency basis, such as during a snow storm.

SAMPLES: The Contractor will be required to pay the cost of any sample analysis required (maximum four (4) times per year). At the time of award, Contractor will be expected to deliver samples of products. These samples will be kept to be used for any future test comparisons.

Bid surety (bid bond, certified check, bank draft or irrevocable letter of credit) for 10% of total amount is required when submitting a bid that is \$20,000 or more.

Pages (9-10) shall be returned with bid noting any exceptions. It will be presumed that the bidder is bidding as specified, if exceptions are not listed.

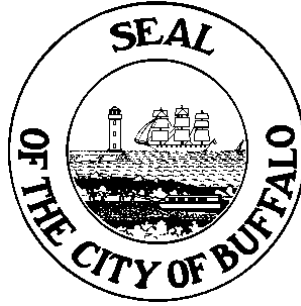
If interested in bidding, deliver proposal in sealed envelope addressed to the Director of Purchase, William Sunderlin, 65 Niagara Square, Room 10 Basement City Hall, Buffalo, New York 14202.

All bids will need to be delivered via Fedex, UPS or USPS Priority. No in-person deliveries will be accepted on any day for this bid. It is the bidder's responsibility to ensure the proposal is delivered before the bid opening and bidders are highly encouraged to mail the sealed proposals accordingly to allow for delivery on or prior to opening date and time. It is also highly encouraged that bidders track delivery of their mailed proposals and use appropriate priority mail as necessary.

ALL INFORMATION REQUIRED

BIDDERS SHALL ANSWER ALL QUESTIONS APPEARING ON BID FORM.
FAILURE TO FOLLOW INSTRUCTIONS MAY BE REASON FOR DISQUALIFICATION.
NOT RESPONDING TO THIS BID INVITATION WILL RESULT IN YOUR NAME BEING REMOVED FROM THE BIDDER'S LIST FOR THIS COMMODITY GROUP.

WILLIAM L. SUNDERLIN
DIRECTOR OF PURCHASE



CITY OF BUFFALO

NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE & URBAN AFFAIRS

DIVISION OF PURCHASE

65 NIAGARA SQUARE, ROOM 1901 CITY HALL

BUFFALO, NY 14202

PHONE (716) 851-5222 FAX (716) 851-5231

FORMAL PROPOSAL

MOTOR OIL, ANTI-FREEZE, WINDSHIELD SOLVENT & GREASE
FOR THE
DIVISION OF INVENTORY & STORES

Covered by Specifications ADVERTISED ON: TUESDAY MAY 4, 2021

This bid must be returned to Division of Purchase Mailroom, 65 Niagara Square City of Buffalo Room 10, Buffalo, New York 14202 on or before 11:30 A.M., Local Time, FRIDAY, MAY 14, 2021, at which time all bids will be publicly opened online. Please no in person hand deliveries.

THE UNDERSIGNED SUBMITS THE FOLLOWING BID WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS.

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>MOTOR OILS</u>				
1.	7500 GAL.	SAE 15W40	PER GAL. BULK \$_____/GAL.	\$_____
MFR. _____ NUMBER _____				
2.	550 GAL.	SAE 15W40 PER GAL. IN 55GAL. DRUMS	\$_____/GAL.	\$_____
MFR. _____ NUMBER _____				
3.	250 GAL.	5W20	PER GAL. BULK \$_____/GAL.	\$_____
MFR. _____ NUMBER _____				

CONTINUED -

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS _____ EMAIL _____

REMIT TO ADDRESS _____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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MOTOR OILS- CONTINUED

4.	165 GAL.	5W20 PER GAL. IN 55GAL. DRUMS	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		
5.	250 GAL.	5W30 PER GAL. BULK	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		
6.	330 GAL.	5W30 PER GAL. IN 55GAL. DRUMS	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		
7.	500 GAL.	5W40 SYNTHETIC SUPER DUTY PLUS PER GAL. BULK	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		
8.	550 GAL.	5W40 PER GAL. IN 55GAL. DRUMS	\$_____/GAL.	\$_____
SYNTHETICSUPER DUTY PLUS				
MFR. _____		NUMBER _____		
9.	300 GAL.	5W30 DEXOS I SYNTHETIC PER GAL. BULK	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		
10.	550 GAL.	5W30 DEXOS I SYNTHETIC PER GAL. IN 55GAL. DRUMS	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		
11.	2000 GAL.	20W50 PER GAL. BULK	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		
12.	165 GAL.	20W50 PER GAL. IN 55GAL. DRUMS	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		

NON-DETERGENT (MINERAL) MOTOR OIL

13.	10 GAL.	SAE10 PER GAL. IN 5GAL. PAILS	\$_____/GAL.	\$_____
MFR. _____		NUMBER _____		

CONTINUED -

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS _____ EMAIL _____

REMIT TO ADDRESS _____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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NON-DETERGENT (MINERAL) MOTOR OIL - CONTINUED

14.	10 GAL.	SAE20 PER GAL. IN 5GAL. PAILS	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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15.	10 GAL.	SAE30 PER GAL. IN 5GAL. PAILS	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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DIESEL EXHAUST FLUID

16.	1500 GAL.	DEF PER GAL. BULK	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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17.	275 GAL.	DEF PER GAL. IN 55GAL. DRUMS	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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SYNTHETIC GEAR OIL

18.	550 GAL.	75/90 PER GAL. IN 55GAL. DRUMS	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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19.	550 GAL.	80/W140 PER GAL. IN 55GAL. DRUMS	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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HYDRAULIC OIL

20.	20,000 GAL.	ANTI-WEAR AW46 OIL PER GAL. BULK	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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21.	110 GAL.	ANTI-WEAR AW46 OIL PER GAL. IN 55GAL. DRUMS	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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SYNTHETIC ATF

22.	12 DRUMS	QUADRASYN SYNTHETIC TRANS. FLUID FOR ALLISON TRANSMISSIONS PER GAL. IN 55GAL. DRUMS	\$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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CONTINUED -

NAME OF BIDDER	_____	PHONE NO.	_____
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ADDRESS	_____	EMAIL	_____
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REMIT TO ADDRESS	_____
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This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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TRANSMISSION FLUIDS

23.	220 GAL.	C3	PER GAL. IN 55GAL. DRUMS \$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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24.	550 GAL.	UTF	PER GAL. IN 55GAL. DRUMS \$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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25.	1,000 GAL.	DEXRON III	PER GAL. BULK \$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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26.	550 GAL.	DEXRON III	PER GAL. IN 55GAL. DRUMS \$ _____/GAL.	\$ _____
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MFR.	_____	NUMBER	_____	
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GREASE

27.	480 LBS.	MOLY TYPE	PER LB. IN 120LB. DRUMS \$ _____/LB.	\$ _____
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MFR.	_____	NUMBER	_____	
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28.	10 PAILS.	MOLY TYPE	PER LB. IN 35LB. PAILS \$ _____/LB.	\$ _____
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MFR.	_____	NUMBER	_____	
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29.	300 CART.	MOLY TYPE	PER CARTRIDGE IN CASES OF 60 \$ _____/CARTRIDGE	\$ _____
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MFR.	_____	NUMBER	_____	
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30.	1080 LBS.	LITHIUM COMPLEX EP#2	PER LB. IN 120LB. DRUMS \$ _____/LB.	\$ _____
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MFR.	_____	NUMBER	_____	
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31.	400 LBS.	LITHIUM COMPLEX EP#2	PER LB. IN 400LB. DRUMS \$ _____/LB.	\$ _____
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MFR.	_____	NUMBER	_____	
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32.	120 CART.	LITHIUM COMPLEX EP#2	PER CARTRIDGE IN CASES OF 60\$ _____/CARTRIDGE	\$ _____
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MFR.	_____	NUMBER	_____	
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CONTINUED -

NAME OF BIDDER	_____	PHONE NO.	_____
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ADDRESS	_____	EMAIL	_____
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REMIT TO ADDRESS	_____
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ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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GREASE - CONTINUED

33.	10 PAILS	SHELL ALVANIA EP-00 LITHIUM PER LB. IN 35LB. PAILS \$ _____/LB.	\$ _____
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MFR. _____ NUMBER _____

34.	20 PAILS	GULFCROWN EP00 GREASE 343304P PER LB. IN 35LB. PAILS \$ _____/LB.	\$ _____
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MFR. _____ NUMBER _____

PRE-MIXED WINDOW SOLVENT (MUST HAVE AT LEAST 40% METHANOL)

35.	6 DRUMS	PRE-MIX WINDOWSHIELD SOLVENT PER GAL. IN 55GAL. DRUMS \$ _____/GAL.	\$ _____
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MFR. _____ NUMBER _____

36.	2,000 GAL.	PRE-MIX WINDOWSHIELD SOLVENT PER GAL. BULK \$ _____/GAL.	\$ _____
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MFR. _____ NUMBER _____

EXTENDED LIFE 50/50 MIX ANTI-FREEZE (DYED GREEN)

37.	400 GAL.	ANTI-FREEZE PER GAL. BULK \$ _____/GAL.	\$ _____
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MFR. _____ NUMBER _____

38.	275 GAL.	ANTI-FREEZE PER GAL. IN 55GAL. DRUMS \$ _____/GAL.	\$ _____
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MFR. _____ NUMBER _____

39.	1,000 GAL.	FLEETCHARGE ANTI-FREEZE PER GAL. BULK \$ _____/GAL.	\$ _____
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MFR. _____ NUMBER _____

40.	550 GAL.	FLEETCHARGE ANTI-FREEZE (10 DRUMS) PER GAL. IN 55GAL. DRUMS \$ _____/GAL.	\$ _____
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MFR. _____ NUMBER _____

TOTAL PRICE \$ _____

CONTINUED -

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS _____ EMAIL _____

REMIT TO ADDRESS _____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

PRICE FOR DRUM DEPOSIT (IF ANY) FOR 55 GAL. DRUM \$ _____ PER DRUM
PRICE FOR DRUM DEPOSIT (IF ANY) FOR 120 LB. DRUM \$ _____ PER DRUM
PRICE FOR DRUM DEPOSIT (IF ANY) FOR 400 LB. DRUM \$ _____ PER DRUM

NAME OF BIDDER _____ PHONE NO. _____
ADDRESS _____ EMAIL _____
REMIT TO ADDRESS _____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

CASH DISCOUNT (IF ANY) TO BE DEDUCTED _____ % IN THIRTY (30) DAYS.

We attach hereto Bid Bond, Certified Check, Bank Draft or Letter of Credit in the amount required by the specifications.

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

PARTNERS CONSTITUTING _____
PARTNERSHIP _____

INCORPORATED IN WHAT STATE, IF CORPORATION? _____

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE _____

<u>* CORPORATE OFFICERS' NAMES</u>	<u>TITLES</u>	<u>ADDRESSES</u>

<u>* PRINCIPAL STOCK HOLDERS</u>			
<u>NAMES</u>	<u>ADDRESSES</u>	<u>NAMES</u>	<u>ADDRESSES</u>

* Note: This information is not required from nationally known corporations.

NON-COLLUSION CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certificates, and in the case of a joint bid, each party thereto certifies as to it's own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME _____

PRINCIPAL ADDRESS _____
STREET _____

CITY _____ STATE _____ ZIP CODE _____
SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

TITLE (TYPE OR PRINT NAME ABOVE)

TITLE (TYPE OR PRINT NAME ABOVE)

DEBARMENT CERTIFICATION

Has your company or any affiliate been debarred from any state or federal contract within the last five (5) years?

Yes No

If Yes, please specify the contract, contract type, dollar amount, reason and date of debarment.

Company Name: _____

Signature _____

Date: _____

FORM 2A – BIDDERS AFFIRMATIVE ACTION STATEMENT

The _____
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

(Signature of Authorized representative of Bidder)

Date _____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2

(MWBE SUBCONTRACTOR UTILIZATION)
Form 2B CITY OF BUFFALO MINORITY / WOMEN'S BUSINESS UTILIZATION REPORT

Name of Project: MOTOR OIL, ANTI-FREEZE, WINDSHIELD SOLVENT & GREASE				City of Buffalo Mayor's Office of Contract Compliance 1701 City Hall, Buffalo, New York 14202						
Date: MAY 14, 2021										
1.	2.	3.	4.	5.		6.	7.	8		
Name of Contractor	Contract Amount	City of Buffalo Business	Section 3 Business	Competitive		MBE	WBE	Specify the Type of Work		
				YES	NO			Construction	Supplies	Services